

Waiver and Release of Liability Form – 19+

INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT (To be executed by Participants 19 years of age and over)

WARNING! By signing this document, you will assume certain risks and responsibilities.

PLEASE READ CAREFULLY

Participant's Name: _____

To: The British Columbia Ringette Association (the "Association") and its directors, officers, agents, representatives, employees, volunteers, members, participants, spectators, Leagues, Club-Associations, independent contractors, subcontractors, sponsors, successors and assigns (collectively the "Releasees")

This is a binding legal agreement. Clarify any questions or concerns before signing. As a Participant in the sport of ringette and the orientation, instruction, activities, programs, and services of the Association (collectively the "Activities"), the undersigned, being the Participant and the Participant's Parent/Guardian (collectively the "Parties"), acknowledge and agree to the terms outlined in this document.

DEFINITIONS: In this Agreement the term "ringette program" shall include all activities, programs, events, classes, and services provided, sponsored or organized by the Association including but not limited to: games, tournaments, practices, personal training, dry land training, use of strength training and fitness conditioning equipment, machines and facilities, nutritional and dietary programs, orientation or instructional sessions or lessons, aerobic and anaerobic conditioning programs, meetings, and gym ringette programs and Come Try Ringette Programs.

ASSUMPTION OF RISKS:

I believe myself to be physically, emotionally and mentally able to participate in ringette programs and I am doing so voluntarily and willingly. I am aware that my participation in ringette programs involves many risks, dangers, and hazards, which could result in damage, loss, serious physical injury or death to me. Some of these risks, dangers and hazards include but are not limited to:

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1. **Health:** overexertion, dehydration, fatigue, lack of fitness or conditioning, traumatic injury, bacterial infections, rashes and the transmission or contraction of communicable diseases, including COVID-19 and viruses of all kinds, bacteria, parasites or other organisms or any mutation thereof.
 - a. **COVID-19 inherent risks include, but are not limited to,**
 - i. (1) the risk of coming into close contact with individuals or objects that may be carrying COVID-19;
 - ii. (2) the risk of transmitting or contracting COVID-19, directly or indirectly, to or from other individuals; and
 - iii. (3) injuries and complications ranging in severity from minor to catastrophic, including death, resulting directly or indirectly from COVID-19 or the treatment thereof. Further, I understand that the risks of COVID-19 are not fully understood, and that contact with, or transmission of, COVID-19 may result in risks including but not limited to loss, personal injury, sickness, death, damage, and expense, the exact nature of which are not currently ascertainable, and all of which are to be considered Inherent Risks.

INITIALS _____

2. **PREMISES:** defective, dangerous or unsafe condition of facilities; falls; collisions with objects, walls, equipment or persons; dangerous, unsafe or irregular conditions on ice, flooring or other surfaces, extreme weather conditions; travel to and from premises.

INITIALS _____



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3. Use of equipment: mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision or failure by the Releasees to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to use or operate the equipment within my own ability.

INITIALS _____

4. Contact: I acknowledge that contact with other persons, other equipment, or rings, whether intentional or unintentional, is a common part of ringette programs, and may lead to serious bodily injury, including but not limited to concussions and/or other brain injury or serious spinal injury.

INITIALS _____

5. I acknowledge that privacy breaches, hacking, technology malfunction or damage could occur;

INITIALS _____

6. Advice: Negligent advice regarding ringette programs.

7. My conduct and conduct of other persons including any physical altercation between ringette participants:

I acknowledge that such conduct, including my negligence and negligence of other persons, including NEGLIGENCE ON THE PART OF THE RELEASEES, may increase the risk of damage, loss, personal injury or death. I understand that the Releasee may fail to safeguard or protect me from the risks, dangers and hazards of ringette programs, some of which are referred above.

8. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and COVID-19 is extremely contagious. The Association has put in place preventative measures to reduce the spread of COVID-19; however, the Association cannot guarantee that the Participant will not become infected with COVID-19. I acknowledge that attending the ringette programs could increase my risk of contracting COVID-19.

INITIALS _____

RELEASE OF LIABILITY, WAIVER OF CLAIM AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to participate in ringette programs, use its equipment and facilities and providing its ringette services and consultation, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against THE RELEASEES AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next-of-kin may suffer as a result of my participation in ringette programs DUE TO ANY CAUSE WHATSOEVER, including but not limited to:

- a. Negligence on the part of the Releasees;
b. Breach of contract by the Releasees;
c. Breach of warranty on the part of the Releasees in respect of the design, manufacture, selection, installation, maintenance or adjustment of equipment;
d. Breach of any stator or other duty of care including duty of care owed under the Occupiers Liability Act, R.S.B.C. 1996, c. 303, on the part of the Releasees; and
e. The failure on the part of the Releasees to safeguard or protect me from the risks, dangers, and hazards of ringette programs, some of which are referred to in the Assumption of Risks section of this Agreement.

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage, loss, expenses or injury to my participation in ringette programs.

3. Despite the risks, dangers and hazards of ringette programs, and fully understanding such risks, dangers and hazards, I wish to participate in ringette programs with the Association, and I FREELY ACCEPT AND FULLY ASSUME all such risks, dangers and



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hazards and the possibility of personal injury, death, property damage, and loss resulting therefrom.

- 4. This Agreement shall be effective and binding upon my heirs, next-of-kin, executors, administrators, assigns, and representatives in the event of my death or incapacity.

INITIALS _____

SAFETY:

In entering into this Agreement, I am not relying on any oral, visual or written representations or statements made by the Releasees with respect to the safety of ringette programs other than what is set forth in this Agreement.

INSURANCE:

I am aware that the Association carries insurance and that should I become injured or cause personal injury or property damage to any third party while participating in ringette programs, I may or may not be entitled to insurance coverage depending on the terms and conditions of the Association’s insurance policy.

JURISDICTION:

This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia (BC), and I agree to attorn solely to the jurisdiction of the Courts of the Province of BC. Any litigation involving the parties to this Agreement shall be brought solely within the Province of BC and shall be within the exclusive jurisdiction of the Courts of the Province of BC.

By executing this form, whether on-line or by signature, you agree that you are the registering player and that you have read and understand and are bound by the Agreement terms.

ACKNOWLEDGEMENT

The Parties acknowledge that they have read this agreement and understand it, that they have executed this agreement voluntarily, and that this Agreement is to be binding upon themselves, their heirs, their spouses, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

Name of Participant (print)

Signature of Participant

Date of Birth

Date Signed